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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE  
9

10 ST. PAUL FIRE AND MARINE  
INSURANCE COMPANY, et al.,  
11 Plaintiff,  
12 v.  
13 HEBERT CONSTRUCTION, INC., et al.,  
14 Defendants.

16 ADMIRAL INSURANCE COMPANY,

17 Third Party Plaintiff,  
18 v.  
19 SAFECO INSURANCE COMPANY, et  
al.,  
20 Third Party Defendant.

No. C05-0388-TSZ

**ADMIRAL INSURANCE COMPANY'S MOTION  
TO LIMIT SCOPE OF REASONABleness  
HEARING**

**NOTE ON MOTION CALENDAR:  
OCTOBER 20, 2006**

**ORAL ARGUMENT REQUESTED**

22 **I. INTRODUCTION AND RELIEF REQUESTED**

23 Admiral Insurance Company ("Admiral") respectfully requests the entry of an order  
24 limiting the scope of the reasonableness hearing with respect to American Economy Insurance  
25 Company's ("AEIC") settlement. Admiral appreciates that this Court has equitable power to  
26 ADMIRAL'S MOTION TO LIMIT SCOPE OF  
REASONABleness HEARING - 1  
(No. C05-0388-TSZ)

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315 Fifth Avenue South, Suite 1000  
Seattle, WA 98104  
Phone: (206) 957-7007  
Fax: (206) 957-7008

1 enter a claims bar order. However, any claims bar order should not extend to Admiral's right to  
 2 equitable contribution for defense costs. Admiral and St. Paul each paid approximately \$400,000  
 3 to defend MVLLC and HCI in the underlying action. In addition, the underlying stipulated  
 4 judgment included \$1.6 million in taxed costs, bringing the total amount of defense costs to well  
 5 over \$2 million. AEIC has yet to contribute a single nickel to these sums.  
 6

7 This Court has already determined that AEIC had a primary duty to defend MVLLC and  
 8 HCI in the underlying litigation. Despite this duty, AEIC abandoned its insureds and left the  
 9 other carriers to foot the entire defense bill. Under Washington law, an insurer's equitable  
 10 obligation to its coinsurer to share in the costs of the defense is separate and distinct from an  
 11 insurer's contractual obligation to its insureds. Because these rights are independent, Admiral's  
 12 right to contribution for AEIC's fair share of the defense costs cannot be settled away by AEIC or  
 13 the insureds, regardless of whether the AEIC settlement is reasonable. It is Admiral's position  
 14 that AEIC's settlement is unreasonable on its face. That notwithstanding, the reasonableness of  
 15 the AEIC settlement should have no bearing on AEIC's obligation to share in the defense of its  
 16 mutual insureds. Recently found case law and fundamental fairness compel this conclusion.

## 17 II. STATEMENT OF FACTS

### 18 A. Admiral Participated in the Defense of MVLLC and HCI.

19 MVLLC and HCI tendered the defense of the underlying matter to multiple carriers,  
 20 including Admiral, St. Paul and AEIC. *See* Admiral's Amended Answer at ¶134 (Document No.  
 21 50). Admiral stepped up to the plate and defended MVLLC and HCI under a reservation of  
 22 rights. *See* Admiral's Amended at ¶101 (Document No. 50). AEIC refused to defend MVLLC  
 23 and HCI based on its unilateral determination that its policies were excess over other available  
 24 insurance. *See* Ex. 1 to Weigel Decl. (Document No. 73). Meanwhile, both Admiral and St. Paul  
 25

1 paid hundreds of thousands of dollars to defend MVLLC and HCI in the underlying action. See  
 2 Ex. 1 to Junfola Decl.

3       **B. AEIC Enters Eleventh Hour Settlement.**

4       On April 5, 2005, the defendants in the underlying action entered into a Settlement  
 5 Agreement, Mutual Release, Assignment of Rights and Claims and Covenant not to Execute with  
 6 the Association in the amount of \$7.2 million (\$4.8 for costs of repair and \$2.4 for attorney fees).  
 7 *See* Exs. 38 and 41 to Gibson Decl. (Document No. 92). On the eve of a hearing before Judge  
 8 White to determine the settlement's reasonableness, AEIC and various other insurers entered into  
 9 a settlement agreement with the Association, as assignee for the Meadow Valley defendants, in  
 10 the amount of \$115,000. *See* Ex. C to Knowles Decl. (Document No. 60). It is unclear what  
 11 portion of the \$115,000 settlement was paid by AEIC. *See* Ex. C to Knowles Decl. (Document  
 12 No. 60). Judge White ultimately determined that the attorney fee portion of the \$7.2 million  
 13 settlement was unreasonable, and entered a Stipulated Judgment for the reduced amount of \$6.4  
 14 million (\$4.8 for costs of repair and \$1.6 for attorney fees).<sup>1</sup> *See* Ex. B to Knowles Decl.  
 15 (Document No. 60).

16       **C. This Court Determined AEIC Had a Primary Obligation to Defend and  
 17 Indemnify MVLLC and HCI.**

18       AEIC and Admiral recently filed cross-motions for summary judgment concerning  
 19 whether AEIC was entitled to a claims bar order and whether AEIC had a primary obligation to  
 20 defend and indemnify MVLLC and HCI. This Court determined that AEIC did indeed have a  
 21 primary duty to defend and indemnify MVLLC and HCI in the underlying action, but did not

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22  
 23       <sup>1</sup> This Court determined that the \$1.6 million in attorney fees did not fall under the category of  
 24 indemnity damages, but rather constituted "costs taxed" within the meaning of the St. Paul  
 25 policies. *See* Order dated September 7, 2006 (Document No. 141). The Admiral policy and the  
 AEIC policies contain similar language. *See* Ex. 1 to Duany Decl. (Document No. 62); Ex. A to  
 Knowles Decl. (Document No. 60).

1 decide whether AEIC was entitled to a claims bar order because there was insufficient evidence in  
 2 the record to make a reasonableness determination. *See Order dated July 19, 2006, at pp. 21, 16-*  
 3 *17 (Document No. 115).*

4 The Court's July 19, 2006, Order provides in relevant part:

5 ...Admiral argues that the plain language of the AEIC BOP policy obligates  
 6 AEIC to defend and indemnify upon the occurrence of a "property damage"  
 7 event...Admiral maintains that any policy that triggers such obligations immediately is "primary." *See Diaz*, 143 Wn.2d at 62 ("Primary insurance" is defined as '[i]nsurance that attached immediately on the happening of a loss.'"). As described above, Admiral's analysis of the language in both policies is correct. AEIC does not offer any alternative definition of "primary" insurance coverage, and the "property damage" coverage clause of AEIC's policy is virtually identical to Admiral's policy. AEIC's contention that its BOP polices were not "primary" is without merit.

11 \* \* \*

12 The Court concludes that the inability of both AEIC and Admiral to  
 13 demonstrate that their respective policies are not "primary" results in a  
presumption that they must share the defense and indemnity costs. Because this presumption applies, the Court must next address the issue of whether...[AEIC's] \$115,000 settlement with MVLLC/HCI precludes a contribution claim by Admiral.

15 *See July 19, 2006, Order at pp.12, 16-17 (Document No. 115) (emphasis added).*

16 Despite its primary obligation to defend MVLLC and HCI, AEIC has not contributed a  
 17 nickel to the underlying defense expenses. For the reasons that follow, any determination  
 18 concerning the reasonableness of the AEIC settlement should have no bearing on AEIC's  
 19 independent obligation to Admiral to share in the costs of defending their mutual insureds.  
 20

### 21 III. STATEMENT OF ISSUE

22 Does the court's equitable power to enter an order barring contribution claims against a  
 23 settling insurer extend to claims for reimbursement of defense costs where the settling insurer  
 24 wrongfully refused to defend despite its primary obligation to do so and where the settling insurer  
 25 left its coinsurers to foot the entire defense bill?

26 ADMIRAL'S MOTION TO LIMIT SCOPE OF  
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 Seattle, WA 98104  
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#### **IV. EVIDENCE RELIED UPON**

1. The Declaration of Joseph Junfola; and
  2. The pleadings and papers on file in this action.

## V. ARGUMENT

## A. The Duty to Defend Is Sacrosanct.

Under Washington law, the duty to defend is both independent from and broader than the duty to indemnify. *Viking Ins. Co. v. Hill*, 57 Wn.App. 341, 346, 787 P.2d 1385 (1990). Insurers have a duty to defend *any* complaint alleging facts which, if proven, would render the insurer liable for indemnification of its insured. *Greer v. Northwestern Nat'l Ins. Co.*, 109 Wn.2d 191, 197, 743 P.2d 1244 (1987); *State Farm Gen. Ins. Co. v. Emerson*, 102 Wn.2d 477, 486, 687 P.2d 1139 (1984). Most policies require an insurer to defend even if the allegations of a lawsuit are “groundless, false or fraudulent.” *Emerson*, 102 Wn.2d at 485-86. Thus, a liability insurer must provide a defense, irrespective of the merits of a claim, if there is, or could be, coverage under the policy. *Id.* at 486; *see also Kirk v. Mount Airy Ins. Co.*, 134 Wn.2d 558, 564, 951 P.2d 1124 (1998) (because the duty to defend is broader than the duty to pay, the former may be triggered even if the insurer is not obligated to cover the loss).

AEIC's primary defense obligation is total. It cannot be diminished by an argument that AEIC's indemnity obligation was somehow limited to Interior Motive's work when AEIC's policy language does not purport to allocate coverage according to fault.<sup>2</sup> See *Equilon Enterprises L.L.C. v. Great American Alliance Ins. Co.*, 132 Wn.App. 430, 439-40, 132 P.3d 758 (2006) (broadly construing similar additional insured endorsement and holding that its purpose is

<sup>2</sup> That notwithstanding, the recent trial testimony leaves no doubt that the issues involving tile and grout at the Meadow Valley Condominium Project were indeed significant.

not to merely protect the additional insured from the negligence of the named insured). The question then becomes whether a trial court's equitable power to enter an order barring contribution claims against a settling insurer extends to claims for defense expenses where, as here, the settling insurer wrongfully refused to defend its insureds when it had a primary obligation to do so, and where the settling insurer left its coinsurers to foot the entire defense bill. Equity requires that this question be answered in the negative.

**B. Washington Law Recognizes that Coinsurers Have an Equitable Obligation to Share in Defense Expenses.**

Under Washington law, if a coinsurer wrongfully refuses to aid in the defense of its insured and pay its share, the coinsurer who rightfully defended has an action for equitable contribution against the other. *Clow v. National Indemnity Co.*, 54 Wn.2d 198, 207-208, 339 P.2d 82 (1959); see also *Kirkland v. Ohio Casualty Ins. Co.*, 18 Wn.App. 538, 569 P.2d 1218 (1977) (recognizing that insurers should contribute on a pro rata basis when they insure the same property and the same interest against the same risk); *Perez Trucking, Inc. v. Ryder Truck Rental, Inc.*, 76 Wn.App. 223, 234, 886 P.2d 196 (1994) (recognizing that concurrent primary insurers have a duty to share defense costs). Moreover, an insurer cannot escape liability for defending its insured based on a unilateral and incorrect determination that its coverage is excess over that of another carrier. The decision in *Western Pacific Insurance Company v. Farmers Insurance Exchange*, 69 Wn.2d 11, 46 P.2d 468 (1966), is instructive.

In *Western Pacific*, both Western Pacific and Farmers had a contractual duty to defend Formanek for claims arising out of an automobile accident. Western Pacific accepted its obligations and acted accordingly. Farmers, on the other hand, refused Formanek's tender of the defense based on its unilateral determination that the "other insurance" provision in its policy made it excess over Western Pacific. Western Pacific defended and settled the claims against

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1 Formanek, and subsequently filed a declaratory judgment action against Farmers. The trial court  
 2 entered judgment in favor of Western Pacific. On appeal, the Washington Supreme Court  
 3 recognized that both Western Pacific and Farmers had a contractual obligation to defend  
 4 Formanek regardless of the existence of other insurance, and stated as follows:

5 Farmers could not...stand aloof from the pending lawsuit upon the basis of a  
 6 unilateral determination that the provisions and exclusions of its policy might  
 7 relieve it of any liability, and thus escape responsibility for the expenses of the  
 defense of Formanek when liability ultimately came home to roost.

8 *Id.* at 18.

9 Like the carriers in *Western Pacific*, both Admiral and AEIC had a contractual duty to  
 10 defend MVLLC and HCI in the underlying matter. Like Western Pacific, Admiral accepted its  
 11 obligations, stepped up to the plate and defended MVLLC and HCI. Like the defaulting insurer  
 12 in *Western Pacific*, AEIC refused MVLLC and HCI's tender based on its unilateral determination  
 13 that the "other insurance" provision in its policy made it excess over Admiral. It follows that  
 14 AEIC could not stand aloof from the underlying lawsuit based upon its unilateral determination  
 15 that its policies were excess and thereby escape responsibility for the expenses of defending  
 16 MVLLC and HCI when liability ultimately came home to roost. Under such circumstances,  
 17 Washington law provides Admiral, the coinsurer who rightfully defended the insureds, with an  
 18 action for equitable contribution against AEIC, the coinsurer who wrongfully refused to aid in the  
 19 costs of MVLLC and HCI's defense. *See Clow*, 54 Wn.2d at 207-208.

21 **C. Any Claims Bar Order Should Not Extend to Admiral's Claim for Defense  
 Expenses.**

22 The fact that AEIC paid some portion of \$115,000 on the eve of Judge White's  
 23 reasonableness determination should not absolve it of its independent obligation to Admiral to  
 24 share in the costs of defending their mutual insureds. Admiral's right to be reimbursed for paying  
 25

1 more than its fair share of the defense costs belongs to Admiral and Admiral alone. It was  
 2 neither AEIC's nor the insureds' right to settle away. Extending a claims bar order to Admiral's  
 3 claim for reimbursement of defense costs would permit an insurer who abandoned its insureds to  
 4 profit at the expense of the insurer who rightfully stepped up to the plate. This is precisely the  
 5 type of substantial injustice that the doctrine of equitable contribution was designed to prevent.  
 6

7 No Washington court has published a decision addressing the issue of whether a claims  
 8 bar order in favor of a settling insurer should apply to contribution claims for defense expenses  
 9 when the settling insurer failed to pay its fair share and left its co-insurers to foot the entire  
 10 defense bill. That notwithstanding, the court in *Puget Sound Energy v. Certain Underwriters at*  
*Lloyd's, London*, 138 P.3d 1068, 1078-80 (2006), recognized that a claims bar order should not  
 11 be entered unless the rights of the non-settling insurers are adequately protected. Extending a  
 12 claims bar order to Admiral's claim for reimbursement of defense expenses would rob Admiral of  
 13 that protection. Indeed, it would leave Admiral, who rightfully defended MVLCC and HCI, with  
 14 no recourse for having paid more than its fair share of the defense. Moreover, it would permit  
 15 AEIC to escape its obligation to share in the costs of defending its mutual insureds and would  
 16 circumvent public policy requiring carriers to step up to the plate when their duty to defend is  
 17 triggered. Although there is no Washington decision directly on point, a recent decision from a  
 18 California Court of Appeal is instructive. See *Employers Ins. Co. of Wausau v. The Travelers*  
*Indemnity Co.*, 141 Cal.app.4<sup>th</sup> 398, 46 Cal.Rptr.3d 1 (2006).<sup>3</sup>

21       D.     **Washington Law Is Consistent with the California Appellate Court's Recent**  
 22       **Decision in Wausau.**

23       In *Wausau*, which had yet to be published when the parties briefed their cross-motions for  
 24 summary judgment on the claims bar issue, several insurers sequentially insured the owner of a

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25       <sup>3</sup> A copy of the *Wausau* decision is attached as Exhibit 1.

1 manufacturing plant that allegedly released hazardous contaminants at the plant site. In 1997 and  
 2 1998, the owner settled with a number of insurers to resolve environmental claims raised in the  
 3 *Jensen-Kelly* lawsuit. The *Jensen-Kelly* settlements released the settling insurers from any  
 4 obligation to defend or indemnify the plant owner against past, present and future environmental  
 5 actions and agreed to indemnify the settling insurers against any claims under their policies,  
 6 including other insurers' claims for contribution. In return, the settling insurers paid the plant  
 7 owner \$24 million.

8 Two more lawsuits were filed against the plant owner in 1999 and 2001. Both lawsuits  
 9 arose out of alleged contamination that emanated from the plant site from 1958 to the present.  
 10 Wausau was a primary general liability insurer for the plant owner from January 1969 until  
 11 January 1972. Each of the insurers who participated in the *Jensen-Kelly* settlement also provided  
 12 the plant owner with primary general liability insurance during the years the contamination  
 13 allegedly occurred. All of the policies contained a substantially similar duty to defend.

14 The plant owner tendered the 1999 and 2001 lawsuits to Wausau. Wausau agreed to  
 15 defend under a full reservation of rights. Wausau subsequently filed an action for declaratory  
 16 relief and equitable contribution against the settling insurers to recover some of its costs for  
 17 defending the 1999 and 2001 lawsuits. At trial, the settling insurers' primary contention was that  
 18 the *Jensen-Kelly* settlement agreements barred Wausau's claims for contribution. The trial court  
 19 rejected the settling insurers' position and held that Wausau was indeed entitled to equitable  
 20 contribution for the cost of defending the 1999 and 2001 lawsuits. The appellate court affirmed  
 21 the trial court's ruling. In so doing, the appellate court looked primarily to *Fireman's Fund Ins.*  
 22 *Co. v. Maryland Casualty Co.*, 65 Cal.App.4<sup>th</sup> 1279, 77 Cal.Rptr.2d 296 (1998), and considered  
 23 the purpose, application and effect of the equitable contribution doctrine.

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1       The *Wausau* court recognized that “[w]here two or more insurers’ policies cover an  
 2 insured’s liability and one of them bears the defense burden alone, the insurer bearing that burden  
 3 is entitled to equitable contribution from the nondefending carriers.” *Id.* at 403. Relying  
 4 *Firemen’s Fund*, the *Wausau* court stated as follows:

5       “Equitable contribution permits reimbursement to the insurer that paid on the loss  
 6 for the excess it paid over its proportionate share of the obligation, on the theory  
 7 that the debt it paid was *equally* and *concurrently* owed by the other insurers and  
 8 should be shared by them pro rata in proportion to their respective coverage on the  
 9 risk. The purpose of this rule of equity is to accomplish substantial justice by  
 equalizing the common burden shared by coinsurers, and to prevent one insurer  
 from profiting at the expense of others.”

10      *Id.* at 404 (quoting *Fireman’s Fund*, 65 Cal.App.4<sup>th</sup> at 1293). The *Wausau* court echoed  
 11 *Fireman’s Fund’s* ruling that an insurer cannot avoid contribution to other insurers by settling  
 12 with the policy holder because the right of equitable contribution exists independent of the rights  
 13 of the insured and belongs to each insurer individually. *Id.*

14      The settling insurers argued that they were insulated from any contribution claim for the  
 15 defense of the 1999 and 2001 lawsuits because they “bought back” their coverage from the plant  
 16 owner for \$24 million. They also attempted to distinguish *Fireman’s Fund* on the grounds that  
 17 they entered the *Jensen-Kelly* settlements before the 1999 and 2001 actions were filed. The  
 18 *Wausau* court rejected the settling insurers’ arguments, concluding that nothing in the language or  
 19 reasoning of *Fireman’s Fund* suggests that a settling insurer is only responsible for contribution  
 20 to another for costs of defending cases pending at the time of settlement. As primary carriers, the  
 21 settling insurers’ obligation to their insured was triggered upon the occurrence of a loss or the  
 22 happening of an event giving rise to liability—namely, the alleged contamination that took place  
 23 during their respective policy periods. At the time of the loss, each insurer had a potential  
 24 obligation to defend and indemnify the plant owner against claims that might arise from a toxic  
 25

1 discharge. The *Wausau* court concluded that the settling insurers' had an equitable obligation to  
 2 share the cost of that defense regardless of whether they settled with their insured before or after  
 3 the 1999 and 2001 lawsuits were filed.

4 The *Wausau* court also rejected the settling insurers' contention that the application of the  
 5 rule announced in *Fireman's Fund* contravenes public policy by discouraging insurers from  
 6 settling with their insureds. In so doing, the *Wausau* court stated as follows:

7 [B]alanced against the societal interest in encouraging settlements are other public  
 8 policy interests and the equitable concerns underlying the well-established rule of  
 9 contribution between insurers. As stated in *Fireman's Fund*, "the reciprocal  
 10 contribution rights of coinsurers who insure the same risk are based on the  
 11 equitable principle that the burden of indemnifying and defending the insured with  
 12 whom each has independently contracted should be borne by all the insurance  
 13 carriers together, with the loss equitably distributed among those who share  
 14 liability for it in direct ration to the proportion each insurer's coverage bears to the  
 15 total coverage provided by all the insurance policies."...[The settling insurers]  
 16 provide no authority for their ipse dixit claim that policies favoring the  
 17 encouragement of settlements militate a rule that would permit a coinsurer to  
 18 evade its share of the defense burden by separately settling with its insured. Nor is  
 there evidence before us that the *Fireman's Fund* rule in fact discourages  
 settlement. Here, [the settling insurers] settled with their insurer [sic] and  
 anticipated the possibility they could be held liable for contribution. They  
 included in the settlement agreements provisions that require [the plant owner] to  
 indemnify them for such claims. The trial court considered the import of the  
 settlements between [the settling insurers] and their mutual insured upon this claim  
 for contribution, and in the circumstances determined that contribution would be  
 allowed "to the amount of primary coverage" that was available under the  
 policies...[T]hat is exactly what the trial court was required to do.

19 *Id.* at 406 (citations omitted).

20 Both *Fireman's Fund* and *Wausau* recognize the inequity of allowing an insurer to escape  
 21 its equitable obligation to share the costs of the defense with its coinsurer simply by settling its  
 22 contractual obligation to its insured. Washington and California law are in accord with respect to  
 23 the proposition that an insurer's equitable obligation to its coinsurer is independent of its  
 24 contractual obligation to its insured. *Clow v. National Indemnity Co.*, 54 Wn.2d 198, 339 P.2d 82  
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 Seattle, WA 98104  
 Phone: (206) 957-7007  
 Fax: (206) 957-7008

(1959) (holding that when a coinsurer breaches its contract with its insured by wrongfully refusing to aid in the defense and to pay its share, the coinsurer who rightfully pays has a right of contribution against the other); *Kirkland v. Ohio Casualty Ins. Co.*, 18 Wn.App. 538, 569 P.2d 128 (1977) (coinsurers should contribute on a pro rata basis when they insure the same property and the same interest against the same risk); *Perez Trucking, Inc. v. Ryder Truck Rental, Inc.*, 76 Wn.App. 223, 234, 886 P.2d 196 (1994) (recognizing that concurrent primary insurers have a duty to share defense costs). Whether or not it was reasonable for AEIC to pay some portion of \$115,000 for a release of its contractual obligations to MVLCC and HCI is therefore irrelevant to the issue of whether Admiral is entitled to equitable contribution for the costs it expended in defending MVLCC and HCI in the underlying action.

On July 19, 2006, this Court found that AEIC had a primary obligation to defend MVLCC and HCI in the underlying action. *See* July 19, 2006, Order at pp. 12, 16-17 (Document No. 115). In light of AEIC's independent obligations to its coinsurers, that ruling should be sufficient to establish Admiral's entitlement to equitable contribution from AEIC for its fair share of the underlying defense costs.<sup>4</sup> Any application of a claims bar order to the defense cost portion of Admiral's equitable contribution claim would fail to adequately protect Admiral's rights and would result in a windfall to AEIC. Consequently, any reasonableness determination should be limited to Admiral's equitable contribution claim for indemnity expenses, and should not extend to its equitable contribution claim for defense expenses.

## VI. CONCLUSION

The purpose of the doctrine of equitable contribution is to prevent one insurer from profiting at the expense of others. Because this Court has already recognized AEIC's primary

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<sup>4</sup> The issue of allocation of the defense costs will need to be addressed separately.

1 obligation to defend MVLLC and HCI, Admiral is entitled to reimbursement of AEIC's fair share  
2 of the defense expenses regardless of the reasonableness of the AEIC settlement. Accordingly,  
3 any claims bar order should only apply to indemnity expenses, and should not extend to defense  
4 expenses.

5 DATED: October 3, 2006.

6 MULLIN LAW GROUP PLLC

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8 /s/ Daniel F. Mullin

9 Daniel F. Mullin, WSBA #12768

10 Tracy A. Duany, WSBA #32287

11 Attorneys for Admiral Insurance Co.

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MULLIN LAW GROUP PLLC  
315 Fifth Avenue South, Suite 1000  
Seattle, WA 98104  
Phone: (206) 957-7007  
Fax: (206) 957-7008

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## **CERTIFICATE OF SERVICE**

I hereby certify that on October 3, 2006, I electronically filed the following:

- Admiral Insurance Company's Motion to Limit Scope of Reasonableness Hearing;
  - The Declaration of Joseph Junfola; and
  - Certificate of Service

with the Court using the CM/ECF system which will send notification of such filing to the following:

*Attorneys for Hebert Construction, Inc., Meadow Valley, LLC, Roger and Shelly Hebert, Henry and Karen Hebert, Andrzej and Roma Lawska, James and Anne Kossert*

Kenneth Hobbs  
601 Union Street, Suite 3100  
Seattle, WA 98101-1374

*Attorneys for St. Paul Fire and Marine Insurance Company  
and St. Paul Guardian Insurance Company:*

Stephanie Andersen  
Gordon & Polscer, LLC  
1000 Second Avenue, Suite 1500  
Seattle, WA 98104

*Attorneys for Defendants Safeco/American Economy*

William Knowles  
Cozen & O'Connor  
1201 Third Avenue, Suite 4200  
Seattle, WA 98101

**ADMIRAL'S MOTION TO LIMIT SCOPE OF  
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**MULLIN LAW GROUP PLLC**  
315 Fifth Avenue South, Suite 1000  
Seattle, WA 98104  
Phone: (206) 957-7007  
Fax: (206) 957-7008

1

2 MULLIN LAW GROUP PLLC

3

4 By: /s/ Daniel F. Mullin

5 Daniel F. Mullin, WSBA No. 12768

6 Tracy A. Duany, WSBA No. 32287

7 Attorneys for Admiral Insurance Co.

8 315 Fifth Avenue S., Suite 1000

9 Seattle, Washington 98104

10 Telephone: (206) 957-7007

11 Facsimile: (206) 957-7008

12 Email: dmullin@mullinlawgroup.com

13

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ADMIRAL'S MOTION TO LIMIT SCOPE OF  
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MULLIN LAW GROUP PLLC  
315 Fifth Avenue South, Suite 1000  
Seattle, WA 98104  
Phone: (206) 957-7007  
Fax: (206) 957-7008